

119 North Hersey Avenue
P.O. Box 567
Beloit, Kansas 67420
Phone: 785-738-3551
Fax: 785-738-2517
www.beloitks.org

CITY COUNCIL AGENDA

**Tuesday, August 2, 2011
7:00 p.m.**

1. CALL TO ORDER
 - A. Roll Call
 - B. Invocation
 - C. Pledge of Allegiance
2. MAYOR AND COUNCIL REPORTS
3. STAFF REPORTS
 - A. City Attorney Report
 - B. City Administrator Report
4. PUBLIC COMMENT
5. CONSENT AGENDA
 - A. 7/19/2011 City Council Meeting Minutes
 - B. Appropriations 8A
6. ORDINANCES
 - A. 2090 Ordinance International Zoning Code
7. RESOLUTIONS
 - A.
8. FORMAL ACTIONS
 - A. Parks and Recreation Building Contract
 - B. Transformer Bid
 - C. Nordic Bid
 - D. Sludge Chain Bid
 - E. Release Olive Schaffer Funds
 - F. Fire Department Appointment
 - G. Public Comment
 - H. Budget Hearing Publication
9. CLOSED SESSION

10. ADJOURNMENT

WORK SESSION AGENDA

1. CORRESPONDENCE AND STAFF REPORTS
 - A. Treasurers Report
 - B. City Attorney Report
 - C. City Administrator Report
2. DISCUSSION ITEMS
3. ADJOURNMENT

NOTE: Background information is available for review in the office of the City Clerk prior to the meeting.

The Public Comment section is to allow members of the public to address the Council on matters pertaining to any business within the scope of Council authority and not appearing on the Agenda. Kansas Statutes prohibit the Council from taking action on any item not appearing on the Agenda, except where an emergency is determined to exist.

BELOIT CITY COUNCIL MEETING MINUTES
July 19, 2011

The Beloit City Council met in regular session on July 19, 2011 in the Council Chambers. Mayor Rebecca Koster called the meeting to order at 7:00 p.m. City Council members in attendance were James Crowley, Denis Shumate, Tom Naasz, Rick Brown, Pat Struble, Matt Otte, and Frank Delka. Also present were, City Administrator Glenn Rodden, and City Clerk Amanda Lomax. City Council Member Bob Richard was absent from the meeting.

Department heads in attendance were Murray McGee, Mike Haeffele, Lynn Miller, Dave Elam, and Chris Jones.

Mayor Koster gave the invocation and the Pledge of Allegiance was recited.

Mayor Koster announced changes to the agenda for the council meeting. Councilor Delka wanted to thank the Eagle Riders for the good work they do. Councilor Crowley said it was hot outside and for people to be careful out in the heat. Councilor Struble asked what the plans were for the Chautauqua Park for the summer. City Administrator Rodden said that the Core of Engineers has been out to look at the erosion and had not heard from them. Councilor Shumate said that we should be thankful for where we live because Wichita is dry and their crops are burnt up.

City Administrator Rodden reported on the following items: 1. Pool Committee will meet Thursday for the final design of the pool to get a final cost estimate. 2. North Campus platting is preliminary that John Cashatt provided. 3. Crown Homes is looking for other building sites because of soil issues. 4. Staff has been working on the 2012 budget and an overview of the budget will be presented next meeting. 5. Mill Street project is moving slow because of soil issues. 6. Cooling Towers should see a final design by the end of August from Wilson and Company. 7. Library is working on final design and should go out for bid soon. 8. Law Enforcement Center should be completed and ready to move in after Labor Day.

Public Comment: David Chase wanted to thank the Governing Body for having the invocation as part of the agenda and hopes they keep it as part of the agenda.

The Consent Agenda consisted of July 5, 2011 Council Meeting Minutes and appropriations 7B. A motion was made by Councilor Otte and seconded by Councilor Struble to approve the Consent Agenda in its entirety. Roll call vote: Yeas: Shumate, Brown, Crowley, Otte, Delka, Struble, and Naasz. Nays: None.

Ordinance 2089 Waterline Financing was presented to Council for approval. Ordinance 2089 allows the city to issue revenue bonds for the purpose of financing the waterline replacement project. A motion was made by Councilor Otte and seconded by Councilor Crowley to approve Ordinance 2089 Waterline Financing. Roll call vote: Yeas: Shumate, Brown, Naasz, Struble, Crowley, Otte, and Delka. Nays: None.

Staff is requesting Council approval of a Loader Bid received from Murphy Tractor in the amount of \$113,500.00. The loader will replace the Transportation Department's 1989 Caterpillar IT 28B. A motion was made by Councilor Otte and seconded by Councilor Shumate to approve the Loader Bid received from Murphy Tractor in the amount of \$113,500.00. Motion carried 7-0. Nays: None.

Staff is requesting Council to approve a request from the Stream of God Ministries to dismantle and remove our existing pool slide when the current pool season ends. The city has no need for the slide once the pool season ends. Parks and Recreation Department Head, Lynn Miller, requested that the city keep the butterfly valves from the slide. A motion was made by Councilor Crowley and seconded by Councilor Brown to approve the request from the Stream of God Ministries to dismantle and remove our existing pool slide when the current pool season ends and have the city keep the butterfly valves. Motion Carried 7-0. Nays: None.

Staff is requesting Council to approve request from the Fire Department to purchase pagers in the amount of \$5,805.00 from Pierce Electronics. A motion was made by Councilor Naasz and seconded by Councilor Struble to approve the Fire Departments request to purchase pagers in the amount of \$5,805.00 from Pierce Electronics. Motion carried 7-0. Nays: None.

Staff is requesting Council approval of an agreement with the FAA for the runway extension project. The FAA grant is for the maximum of \$300,282.00. FAA will pay 95% of the project and the City of Beloit will pay 5% of the project. The city's maximum contribution to this project will be \$15,014.00. A motion was made by Councilor Crowley and seconded by Councilor Shumate to approve the agreement with the FAA for the runway extension project. Motion carried 6-1. Nays: Otte.

A motion was made by Councilor Struble and seconded by Councilor Brown for a Closed Session for preliminary consideration of non-elected personal consisting of the Governing Body, City Administrator Glenn Rodden, and City Attorney Brenon Odle for a period of 15 minutes. Motion passed 7-0. Starting time began at 7:33 p.m. ended at 7:48 p.m. No motions or decisions were made.

A motion was made by Councilor Shumate and seconded by Councilor Struble to Adjourn the Council Meeting. Motion passed 7-0. The meeting ended at 7:50 p.m.

The work session began at 7:50 p.m. Present were Councilors Struble, Shumate, Crowley, Delka, Brown, Crowley, and Otte. Also present were City Administrator Rodden, City Attorney Brenon Odle and City Clerk Amanda Lomax. Councilor Richard was absent from the meeting.

Department heads in attendance were Murray McGee, Lynn Miller, Dave Elam, Chris Jones, and Mike Haeffele.

Mandy Fincham with the North Regional Planning Commission was present to discuss with Council about a walking trail grant. Mandy said she came across a trail grant and the deadline is January 5th to apply for the grant which is a one to one funding. There are plans to form a community design team and to get support from the community to help finance the project.

City Administrator Glenn Rodden went over preliminary platting and zoning reports for the North Campus that was provided from Schwab-Eaton.

The Library Board is requesting that Council release the Olive Schaffer funds to the Library to finance the Library project. This action will be brought to the next Council meeting for formal Council Approval.

Interim Chief of Police, Dave Elam, was present to discuss with Council about the K-9 program. Dave wants to retire the K-9 dog Gunner. Gunner is 9 years old and his year of service has been 6 years. Dave would also like to consolidate the K-9 program with the county. Next year the county's current K-9 dog will be retiring and would like to make an agreement with the county to share the cost of a new K-9 dog and training.

City Administrator Glenn Rodden presented Council with purposed changes and guidelines for the public comment that is currently on the meeting agendas. This action will be brought to the next Council meeting for formal Council Approval.

Work Session ended at 8:15 pm.

REBECCA KOSTER, Mayor

ATTEST:

AMANDA LOMAX, City Clerk

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name		Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order			Description				Debit	Credit
6 ABRAM READY-MIX										
46962	8/4/2011	8/4/2011	1,977.57		7/1/2011	8089				Posted
	30-00-6150				6738 pavement			229.95		0.00
	30-00-8200				6738 flowable fill			1,241.73		0.00
	30-00-8200				6742 flowable fill			505.89		0.00
								1,977.57		0.00
47052	8/4/2011	8/4/2011	24.85	6855	7/19/2011	8094				Posted
	25-00-6160				masonry sand			24.85		0.00
8 ACE HARDWARE										
46981	8/4/2011	8/4/2011	22.99	398829	7/6/2011	7343				Posted
	52-41-6000				39 drawer parts box			22.99		0.00
47002	8/4/2011	8/4/2011	9.27		7/14/2011	7609				Posted
	10-18-7000				#399355 painter caulk			5.37		0.00
	10-18-7000				#399285 hardware			3.90		0.00
								9.27		0.00
47065	8/4/2011	8/4/2011	40.04		7/27/2011	7746				Posted
	51-41-6000				#400062 rollers & paint supplies			34.06		0.00
	51-41-6000				#400207 2 cycle engine oil			5.98		0.00
								40.04		0.00
47070	8/4/2011	8/4/2011	62.93		7/29/2012	8107				Posted
	25-00-6000				398745 battery			30.98		0.00
	25-00-6000				399120 roller frame & rollers			6.48		0.00
	25-00-6000				399144 roller frame			2.99		0.00
	25-00-6000				399590 locking pliers			18.99		0.00
	25-00-6000				400206 spraypaint			3.49		0.00
								62.93		0.00
1513 ACE INDUSTRIAL SUPPLY, INC.										
47046	8/4/2011	8/4/2011	627.20	1096263	7/12/2011	6817				Posted
	10-13-6000				caution tape, safety cone, lockout tools, gla			627.20		0.00
9 ACKERMAN SUPPLY										
47028	8/4/2011	8/4/2011	37.97	205970	6/11/2011	8052				Posted
	10-14-6000				3 pkgs peat moss for gas spills			37.97		0.00
21 ALCO-DUCKWALL STORES INC										
46963	8/4/2011	8/4/2011	26.97	221-0700	7/21/2011	8041				Posted
	10-11-6000				coffee			26.97		0.00
813 AMERIPRIDE LINEN SERVICES										
46987	8/4/2011	8/4/2011	92.28		7/15/2011	7433				Posted
	53-43-3000				#2300049874			23.07		0.00
	51-43-3000				#2300049874			16.14		0.00
	52-43-3000				#2300049874			6.93		0.00
	53-43-3000				#2300047314			23.07		0.00
	51-43-3000				#2300047314			16.14		0.00
	52-43-3000				#2300047314			6.93		0.00
								92.28		0.00
47071	8/4/2011	8/4/2011	52.89	2300053286	7/29/2011	8106				Posted
	10-15-6000				mops, mats & rag service			52.89		0.00
1124 APAC-KANSAS INC										
46975	8/4/2011	8/4/2011	578.34	8001139206	7/13/2011	8088				Posted
	25-00-6160				1/2" chip rock			578.34		0.00
47055	8/4/2011	8/4/2011	1,210.91	8001139943	7/16/2011	8091				Posted
	25-00-6160				chip rock			1,210.94		0.00
1639 AT&T										
46971	8/4/2011	8/4/2011	6.00	836515105	7/13/2011	8039				Posted
	10-11-5310				BAN long distance account			6.00		0.00
64 BELOIT AUTO AND TRUCK PLAZA										
46967	8/4/2011	8/4/2011	657.92	32427	7/15/2011	6815				Posted
	10-13-4310				Repair power control module on Durango			657.92		0.00
47044	8/4/2011	8/4/2011	236.28	32569	7/21/2011	6819				Posted
	10-13-4310				Sensor replacement on Durango			236.28		0.00
80 BELOIT TYPEWRITER EXCHANGE										
47005	8/4/2011	8/4/2011	30.61	501811	7/13/2011	7611				Posted
	10-17-6110				laminating sheets			30.61		0.00

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
	<u>Account#</u>	<u>Work Order</u>				<u>Description</u>			<u>Debit</u>	<u>Credit</u>
80	BELOIT TYPEWRITER EXCHANGE (continued)									
47022	8/4/2011	8/4/2011	119.00	501714	6/30/2011	8264			Posted	
	53-43-3000			business cards				119.00		0.00
47032	8/4/2011	8/4/2011	29.96	501704	6/29/2011	8049			Posted	
	10-14-6000			(16) dry erase markers				29.96		0.00
47033	8/4/2011	8/4/2011	137.02		7/15/2011	8034			Posted	
	10-11-6000			501826 name plates				25.90		0.00
	10-11-6000			501839 ups freight				19.61		0.00
	10-11-6000			502728 seal stamp				39.50		0.00
	10-11-6000			501105 ink cartridges				52.01		0.00
								137.02		0.00
47072	8/4/2011	8/4/2011	5.38	502744	7/25/2011	8105			Posted	
	10-15-6000			notebook & tabs				5.38		0.00
91	BOETTCHER SUPPLY INC									
46994	8/4/2011	8/4/2011	2,914.27		7/1/2011	7430			Posted	
	53-43-8300			#697442-1 batteries for tester				3.00		0.00
	53-43-8300			#697505-1 East Siren repair				385.00		0.00
	53-43-8300			#697089-1 4" hanger w/bolt-Heartland				32.05		0.00
	53-43-8300			#690719-1 Calhoun/Zachary services				1,416.62		0.00
	53-43-8300			#696829-1 14V battery-crimper tool				158.00		0.00
	53-43-8300			#696581-1 East Siren relay				110.76		0.00
	53-43-8300			#696232-1 1st Nat'l Bank job				22.91		0.00
	53-43-8300			#696230-1 Fouts job				215.28		0.00
	53-43-8300			#696228-1 Heartland job				145.56		0.00
	53-43-8300			#695609-1 Heartland job				423.36		0.00
	53-43-8300			#696948-1 white electrical tape				1.73		0.00
								2,914.27		0.00
47013	8/4/2011	8/4/2011	138.45		7/14/2011	7619			Posted	
	10-18-6000			#695931-1 light bulbs				72.45		0.00
	10-21-6190			#697519-1 case of popcorn				66.00		0.00
								138.45		0.00
47024	8/4/2011	8/4/2011	150.84		7/25/2011	8262			Posted	
	53-43-6000			697691-1 conduit & elbow				4.81		0.00
	53-43-6000			697814-1 5 gal clear glide				62.60		0.00
	53-43-6000			697852-1 electrical tape				83.43		0.00
								150.84		0.00
47042	8/4/2011	8/4/2011	145.29	686209-1	5/25/2011	6075			Posted	
	53-41-4360			nipples & brg reducers				145.29		0.00
47069	8/4/2011	8/4/2011	850.00	698615-1	7/29/2011	8257			Posted	
	53-43-7450			(2) 1/2" hammer drills				850.00		0.00
47073	8/4/2011	8/4/2011	22.66	698545-1	7/29/2011	8104			Posted	
	10-15-4330			starter assy				22.66		0.00
256	BRENNTAG SOUTHWEST INC									
46966	8/4/2011	8/4/2011	1,276.38	BSW265955	7/13/2011	7729			Posted	
	10-21-6170			75 bags of 50# soda ash lite				1,276.38		0.00
1258	BUMPER TO BUMPER AUTO PARTS									
46979	8/4/2011	8/4/2011	60.02		7/11/2011	6813			Posted	
	10-13-4310			#555765 sensor				54.73		0.00
	10-13-4310			#555872 oil filter				5.29		0.00
								60.02		0.00
46985	8/4/2011	8/4/2011	30.48	556134	7/14/2011	7431			Posted	
	53-43-4310			Freon of a/c in bucket truck				30.48		0.00
46999	8/4/2011	8/4/2011	70.31		7/11/2011	7605			Posted	
	10-18-4310			#555811 brake disc				28.77		0.00
	10-18-6140			#556714 tire sealant & valve				41.54		0.00
								70.31		0.00
47029	8/4/2011	8/4/2011	(2.80)	549805	6/9/2011	8053			Posted	
	53-43-4310			Correction, paid 2x, credit back 6/9/11				0.00		2.80
47047	8/4/2011	8/4/2011	19.99	554736	6/29/2011	6821			Posted	
	10-13-4310			filter kit				19.99		0.00
47053	8/4/2011	8/4/2011	15.10	554813	6/30/2011	08093			Posted	
	10-15-7440			rubber gloves				15.10		0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name		Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order			Description				Debit	Credit
116	CALHOON'S AUTOMOTIVE (continued)									
46959	8/4/2011	8/4/2011	1,276.26	32837		7/15/2011	7344			Posted
	52-41-4330				RADIAOR CORE FOR aLLIS 545 IOADER				1,276.26	0.00
124	CARRICO IMPLEMENT									
47003	8/4/2011	8/4/2011	41.59			7/14/2011	7610			Posted
	10-18-4330				IA76240 gator oil filter				12.58	0.00
	10-18-4330				IA75425 antifreeze				29.01	0.00
									41.59	0.00
126	CATLIN'S FRIENDLY IGA									
47012	8/4/2011	8/4/2011	107.43			7/15/2011	7618			Posted
	10-21-6190				#6080 concession supplies				59.07	0.00
	10-21-6190				#4834 concession supplies				48.36	0.00
									107.43	0.00
47015	8/4/2011	8/4/2011	15.62	4164		7/19/2011	8266			Posted
	53-43-6000				3) cases of water				7.81	0.00
	51-43-3000				3) cases of water				5.46	0.00
	52-43-3000				3) cases of water				2.35	0.00
									15.62	0.00
47077	8/4/2011	8/4/2011	34.96	4650		7/25/2011	8102			Posted
	10-15-6000				paper towels & toilet paper				34.96	0.00
1771	CIVICPLUS									
46982	8/4/2011	8/4/2011	875.25	91146		8/1/2011	8043			Posted
	26-00-3360				Qtrly fee for hosting Economic Developme				875.25	0.00
2363	CLOUD CERAMICS									
47056	8/4/2011	8/4/2011	242.78	0038191-IN		7/22/2011	8095			Posted
	30-00-6130				4X8 BRICKS FOR 1ST NATL JOB				242.78	0.00
158	COMPUTER SOLUTIONS INC									
46968	8/4/2011	8/4/2011	59.90	137764		7/13/2011	6814			Posted
	10-13-7460				2 power adapters				59.90	0.00
838	CONCRETE ACCESSORIES									
46976	8/4/2011	8/4/2011	75.25	0654273-IN		7/12/2011	8087			Posted
	25-00-7450				air hose				75.25	0.00
193	DOLLAR GENERAL STORE-MSC-410526									
47011	8/4/2011	8/4/2011	78.50			7/12/2011	7617			Posted
	10-21-6000				1000015051 toilet bowl cleaner				13.00	0.00
	10-21-6000				1000017832 coffee				21.00	0.00
	10-21-6190				1000017214 concession supplies				44.50	0.00
									78.50	0.00
387	FLEX ONE-AFLAC									
46993	8/4/2011	8/4/2011	110.00	821971ER		8/1/2011	8044			Posted
	10-11-3000				AFLAC/Flex One Benefits				110.00	0.00
241	KENDAL FRANCIS									
47027	8/4/2011	8/4/2011	5.00			7/26/2011	7744			Posted
	51-43-5800				turnpike toll reimbursement				5.00	0.00
243	FRASIER AND JOHNSON LLC									
46977	8/4/2011	8/4/2011	283.25			7/19/2011	686			Posted
	10-12-3000				Case #201100067				250.37	0.00
	10-12-3000				Case #201100044				32.88	0.00
									283.25	0.00
1908	GRAYBAR									
47059	8/4/2011	8/4/2011	616.60	955158385		7/21/2011	8259			Posted
	53-43-8300				100 amp cutout				616.60	0.00
296	HAYNES EQUIPMENT CO INC									
46965	8/4/2011	8/4/2011	1,712.13	0028268-IN		7/14/2011	7736			Posted
	51-41-4360				U19676 solution mixing tank				1,712.13	0.00
2364	JB TURNER & SONS ROOFING & SHEET METAL									
47066	8/4/2011	8/4/2011	23,627.10	j110780		5/31/2011	7747			Posted
	52-41-7490				Re-roof sewer plant				23,627.10	0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name		Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status
	Account#	Work Order			Description				Debit	Credit
1922	JNT COMPANY LLC (continued)									
46972	8/4/2011	8/4/2011	250.00	364	7/15/2011	8036				Posted
	10-11-3000				website hosting fee & maintenance				250.00	0.00
2359	KANSAS CORPATION COMMISSION									
46940	8/4/2011	8/4/2011	64.40		8/1/2011	8030				Posted
	10-11-3000				Katie Cheaney				64.40	0.00
2360	KANSAS DEPT OF HEALTH & ENVIROMENT									
46996	8/4/2011	8/4/2011	95,472.05	C20-1319-01	7/31/2011	7346				Posted
	52-41-4710				Repayment KWPCRLF Project #C2013190				77,116.65	0.00
	52-41-4722				Repayment KWPCRLF Project #C2013190				17,184.77	0.00
	52-41-4710				Repayment KWPCRLF Project #C2013190				1,170.63	0.00
									<u>95,472.05</u>	<u>0.00</u>
394	KRIERS' AUTO PARTS									
47001	8/4/2011	8/4/2011	21.30	83221	7/13/2011	7608				Posted
	10-18-4310				micro v-belt				21.30	0.00
47017	8/4/2011	8/4/2011	5.49	84019	7/22/2011	8268				Posted
	53-43-4310				long life mini bulb				5.49	0.00
47078	8/4/2011	8/4/2011	2.55	83608	7/18/2011	8099				Posted
	10-15-6000				funnel				2.55	0.00
395	KRIZ-DAVIS CO									
47018	8/4/2011	8/4/2011	777.07		7/20/2011	8269				Posted
	53-43-4390				S100223847.001 13 term sockets (2)				534.07	0.00
	53-43-4390				S100224488.001 photo control				243.00	0.00
									<u>777.07</u>	<u>0.00</u>
47058	8/4/2011	8/4/2011	142.10	S100223085.001	7/26/2011	8258				Posted
	53-43-8300				red mini lock seal				142.10	0.00
399	LAB SAFETY SUPPLY									
46983	8/4/2011	8/4/2011	592.76		7/1/2011	7731				Posted
	51-41-6000				#1017561441 filter cartridge 8pk				106.06	0.00
	51-41-6000				#1017563076 soap, gloves, coveralls				257.70	0.00
	51-41-6000				#1017609842 coveralls w/booties				229.00	0.00
									<u>592.76</u>	<u>0.00</u>
1037	LATTIN AVIATION-TRAVIS LATTIN									
47038	8/4/2011	8/4/2011	1,000.00		8/1/2011	8058				Posted
	10-22-3000				August 2011 service contract				1,000.00	0.00
1907	LEGACY MARK LLC									
47006	8/4/2011	8/4/2011	389.52	101314-000	7/15/2011	7612				Posted
	10-20-3000				Cemetery software support				389.52	0.00
409	LIGHT & WATER UTILITIES									
47061	8/4/2011	8/4/2011	35,842.16		7/29/2011	8063				Posted
	10-11-6220				ADMIN				2,606.05	0.00
	10-11-6220				ADMIN				9.72	0.00
	10-14-6220				LIGHTS & WATER				250.91	0.00
	10-15-6220				LIGHTS & WATER				427.96	0.00
	10-18-6220				LIGHTS & WATER				10,838.26	0.00
	10-20-6220				LIGHTS & WATER				110.24	0.00
	10-21-6220				LIGHTS & WATER				10.55	0.00
	10-22-6220				LIGHTS & WATER				247.91	0.00
	51-41-6220				LIGHTS & WATER				4,044.14	0.00
	52-41-6220				LIGHTS & WATER				8,888.70	0.00
	53-41-6220				LIGHTS & WATER				8.39	0.00
	53-43-6220				LIGHTS & WATER				644.54	0.00
	53-43-6220				LIGHTS & WATER				37.72	0.00
	10-13-6220				LIGHTS & WATER				9.71	0.00
	51-43-6220				LIGHTS & WATER				161.70	0.00
	52-43-6220				LIGHTS & WATER				10.55	0.00
	10-19-6180				LIGHTS & WATER				7,535.11	0.00
									<u>35,842.16</u>	<u>0.00</u>
2092	MICHEAL MCLAIN									
47008	8/4/2011	8/4/2011	50.00		7/25/2011	7615				Posted
	10-21-6500				refund for swimming lessons				50.00	0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name									
<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>	<u>Credit</u>
	<u>Account#</u>	<u>Work Order</u>			<u>Description</u>		<u>Debit</u>		<u>Credit</u>
2361	MEYER CHIROPRACTIC CLINIC (continued)								
47020	8/4/2011	8/4/2011	100.00		7/25/2011	7607		Posted	
	10-18-7310				pine wilt removal reimbursement		100.00		0.00
1160	MID STATES ENERGY WORKS INC								
47041	8/4/2011	8/4/2011	1,579.50		6/28/2011	6076		Posted	
	53-41-3000				#3207 Eng #2 breaker repair		567.00		0.00
	53-41-3000				#3201 Eng #6 repair control panel		1,012.50		0.00
							1,579.50		0.00
462	MITCHELL COUNTY CLERK								
47035	8/4/2011	8/4/2011	35.70		6/30/2011	8055		Posted	
	10-13-6210				City portion of gas bill		35.70		0.00
470	MITCHELL COUNTY SOLID WASTE								
46964	8/4/2011	8/4/2011	8.00	2406	7/15/2011	7342		Posted	
	52-41-3000				5th bag of screenings		8.00		0.00
47009	8/4/2011	8/4/2011	57.90	016465	7/14/2011	7614		Posted	
	10-18-7200				landfill fees		57.90		0.00
342	MUNICIPAL SUPPLY OF NEBRASKA								
46990	8/4/2011	8/4/2011	187.66	0475836-IN	7/13/2011	7742		Posted	
	10-21-4300				4" bonnet		187.66		0.00
827	NETWORKS PLUS								
46969	8/4/2011	8/4/2011	265.00	90952	7/15/2011	6812		Posted	
	10-13-3360				service contract for Aug 2011		265.00		0.00
46978	8/4/2011	8/4/2011	265.00	90951	7/15/2011	8037		Posted	
	10-11-3360				Aug 2011 service contract		265.00		0.00
46997	8/4/2011	8/4/2011	(55.00)	90794	6/30/2011	8048		Posted	
	10-11-3360				Credit in billing error - part of contract		0.00		55.00
47034	8/4/2011	8/4/2011	16.00	90826	6/30/2011	8056		Posted	
	10-11-3360				July 2011 spam filtering		16.00		0.00
527	PIERCE ELECTRONICS								
46984	8/4/2011	8/4/2011	108.95	25620	7/11/2011	8042		Posted	
	10-14-4340				repair fire dept radio equipment		108.95		0.00
530	PITNEY BOWES								
46973	8/4/2011	8/4/2011	1,462.00	3848488-JY11	7/13/2011	8035		Posted	
	10-11-3000				mailing system lease agreement		1,462.00		0.00
1263	PRAIRE FIRE COFFEE ROASTERS								
47014	8/4/2011	8/4/2011	43.09	328378	7/21/2011	8265		Posted	
	53-43-3000				coffee		21.54		0.00
	51-43-3000				coffee		15.08		0.00
	52-43-3000				coffee		6.47		0.00
							43.09		0.00
47079	8/4/2011	8/4/2011	39.90	328384	7/21/2011	8101		Posted	
	10-15-6000				coffee		39.90		0.00
2279	RAMADA CONVENTION CENTER								
47051	8/4/2011	8/4/2011	85.86	245724	7/20/2011	7745		Posted	
	51-41-5800				K Francis, accout #1082		85.86		0.00
586	S & S DRUG STORE								
47010	8/4/2011	8/4/2011	7.42	01137285	7/12/2011	7616		Posted	
	10-18-6000				gloves		7.42		0.00
47060	8/4/2011	8/4/2011	7.92	01141639	7/28/2011	8062		Posted	
	10-11-6000				birthday cards		7.92		0.00
575	SAGE PRODUCTS								
46988	8/4/2011	8/4/2011	387.00	0039845-IN	7/21/2011	7434		Posted	
	53-43-6000				towels, toilet tissue, multi tork pks		193.50		0.00
	51-43-6000				towels, toilet tissue, multi tork pks		135.45		0.00
	52-43-6000				towels, toilet tissue, multi tork pks		58.05		0.00
							387.00		0.00
47040	8/4/2011	8/4/2011	113.90	0039895-IN	7/5/2011	6074		Posted	
	53-41-6000				twist cotten wedge mops		113.90		0.00
2287	SFS ARCHITECTURE								
46970	8/4/2011	8/4/2011	78,022.19	9729	7/11/2011	8040		Posted	
	30-00-3000				Phase 2 - 30% construction costs		78,022.19		0.00

Accounts Payable Detail Listing

City of Beloit

<u>Vend#</u>	<u>Vendor Name</u>	<u>Pay#</u>	<u>Post Date</u>	<u>Due Date</u>	<u>Amount</u>	<u>Invoice</u>	<u>Date</u>	<u>PO#</u>	<u>Date</u>	<u>Status</u>
		<u>Account#</u>	<u>Work Order</u>			<u>Description</u>			<u>Debit</u>	<u>Credit</u>
607	SHAMBURG OIL COMPANY (continued)									
46974		8/4/2011	8/4/2011	421.85	274569	6/23/2011	8090			Posted
		25-00-6180				5W30 55 gal drum			421.85	0.00
47016		8/4/2011	8/4/2011	265.00		7/8/2011	8267			Posted
		53-43-6270				clear diesel #279530			150.03	0.00
		53-43-6270				clear diesel #277134			114.97	0.00
									<u>265.00</u>	<u>0.00</u>
47026		8/4/2011	8/4/2011	75.08	278993	7/19/2011	6303			Posted
		51-43-6260				clear diesel			75.08	0.00
47030		8/4/2011	8/4/2011	(65.66)	177540	6/28/2011	8051			Posted
		53-43-6270				Diesel excise tax credit			0.00	21.88
		52-43-6270				Diesel excise tax credit			0.00	21.89
		51-43-6270				Diesel excise tax credit			0.00	21.89
									<u>0.00</u>	<u>65.66</u>
47031		8/4/2011	8/4/2011	(64.44)	175089	5/28/2011	8050			Posted
		53-43-6270				Diesel excise tax credit			0.00	32.22
		51-43-6270				Diesel excise tax credit			0.00	16.11
		52-43-6270				Diesel excise tax credit			0.00	16.11
									<u>0.00</u>	<u>64.44</u>
47076		8/4/2011	8/4/2011	121.69		7/13/2011	8100			Posted
		25-00-6090				#278279 propane			43.10	0.00
		25-00-6090				#277889 propane			78.59	0.00
									<u>121.69</u>	<u>0.00</u>
2018	GRANT SNEATH									
47004		8/4/2011	8/4/2011	40.00		7/22/2011	7601			Posted
		10-17-6800				coed umpire - 2 games			40.00	0.00
626	SOLOMON VALLEY HOME CENTER									
46980		8/4/2011	8/4/2011	21.57	10259782	7/18/2011	6816			Posted
		10-13-3510				degreaser & acid brush			21.57	0.00
46986		8/4/2011	8/4/2011	5.79	10259553	7/14/2011	7432			Posted
		53-43-4300				gutter sealant			5.79	0.00
47000		8/4/2011	8/4/2011	81.49		7/12/2011	7606			Posted
		10-18-7000				#10259384 paint, primer, brushes			45.66	0.00
		10-18-6150				#10259573 concrete mix			28.98	0.00
		10-18-6150				#10259985 joint fiber			6.85	0.00
									<u>81.49</u>	<u>0.00</u>
47037		8/4/2011	8/4/2011	69.50	10256664	6/6/2011	8261			Posted
		53-43-4300				12" turbine vent			69.50	0.00
47039		8/4/2011	8/4/2011	73.80	10260425	7/27/2011	8059			Posted
		10-11-6000				case of wood bleach			73.80	0.00
2362	LONNIE SPANGLER									
47019		8/4/2011	8/4/2011	80.00		7/25/2011	7602			Posted
		10-17-6800				COED UMPIRE - 4 GAMES			80.00	0.00
643	STANION WHSE ELECTRIC COMPANY									
46989		8/4/2011	8/4/2011	1,756.96		7/14/2011	7435			Posted
		53-43-8300				#2967725-01 100W HPS lights			503.49	0.00
		53-43-8300				#2976147-00 4H3 Split bolts/8 sockets			336.55	0.00
		53-43-8300				#2976162-00 100a cutouts (15)			916.92	0.00
									<u>1,756.96</u>	<u>0.00</u>
47023		8/4/2011	8/4/2011	258.03	2941528-00	6/16/2011	8263			Posted
		53-43-4390				12) Fisher-Pierce 150/120V			258.03	0.00
673	THOMPSON OK TIRE COMPANY									
46998		8/4/2011	8/4/2011	36.61	1-36187	7/12/2011	7604			Posted
		10-20-6140				mower tire			36.61	0.00
47025		8/4/2011	8/4/2011	12.00	1-36717	7/21/2011	6304			Posted
		51-43-4310				tire repair on Dodge			12.00	0.00
47048		8/4/2011	8/4/2011	12.00	1-34256	6/7/2011	7894			Posted
		10-13-6140				repair flat on unit #3			12.00	0.00
47054		8/4/2011	8/4/2011	20.00	1-35047	6/21/2011	8092			Posted
		10-15-6140				Tire repair on backhoe			20.00	0.00

Accounts Payable Detail Listing

City of Beloit

Vend# Vendor Name

Pay#	Post Date	Due Date	Amount	Invoice	Date	PO#	Date	Status	
	Account#	Work Order		Description			Debit	Credit	
673 THOMPSON OK TIRE COMPANY (continued)									
47075	8/4/2011	8/4/2011	45.00		7/26/2011	8097		Posted	
	10-15-6140			1-37025 backhoe flat repair			15.00	0.00	
	10-15-6140			1-37111 truck flat repair			30.00	0.00	
							<u>45.00</u>	<u>0.00</u>	
201 THYSSENKRUPP ELEVATOR									
47050	8/4/2011	8/4/2011	365.26	943510	8/1/2011	8060		Posted	
	10-11-3000			elevator maintenance			365.26	0.00	
1887 UMB BANK - KMEA GRDA OPERATING FUND									
46961	8/4/2011	8/4/2011	169,276.67	GRDA-BE-11-08	7/14/2011	6071		Posted	
	53-41-6220			GRDA power supply project billing for Aug			169,276.67	0.00	
410 UTILITIES									
47062	8/4/2011	8/4/2011	797.47	7346/2467	7/29/2011	8064		Posted	
	10-13-6220			#2467 City portion of Jail Utilities			792.78	0.00	
	10-13-6220			#7346 City portion of Jail Utilities			4.69	0.00	
							<u>797.47</u>	<u>0.00</u>	
2067 VERIZON WIRELESS									
46991	8/4/2011	8/4/2011	41.32	2602372730	7/16/2011	8046		Posted	
	53-41-5310			Power Plant stand-by phone			41.32	0.00	
46992	8/4/2011	8/4/2011	129.89	2601949734	7/16/2011	8045		Posted	
	10-11-5310			Admin wireless phones			100.44	0.00	
	10-20-5310			Cemetery wireless phones			29.45	0.00	
							<u>129.89</u>	<u>0.00</u>	
47036	8/4/2011	8/4/2011	112.20	2602286207	7/16/2011	8057		Posted	
	53-43-5310			systems wireless phones			74.11	0.00	
	51-43-5310			systems wireless phones			26.66	0.00	
	52-43-5310			systems wireless phones			11.43	0.00	
							<u>112.20</u>	<u>0.00</u>	
47045	8/4/2011	8/4/2011	3.96	2603190144	7/18/2011	6820		Posted	
	10-13-5310			wireless for PD			3.96	0.00	
712 WACONDA TRADER									
47049	8/4/2011	8/4/2011	76.40		7/27/2011	8061		Posted	
	53-41-5400			Power plant ads in Trader & on TV			76.40	0.00	
722 WATTS AND SON									
47007	8/4/2011	8/4/2011	117.80	2130	7/13/2011	7613		Posted	
	10-18-4300			recharge a/c in trail room			117.80	0.00	
734 WESCO RECEIVABLES CORP									
47043	8/4/2011	8/4/2011	610.20		6/9/2011	8260		Posted	
	53-43-7500			#004086 (2) 8s/9s meters			518.40	0.00	
	53-43-7500			#004320 Orange PVC jack			91.80	0.00	
							<u>610.20</u>	<u>0.00</u>	
758 ZEP SALES AND SERVICE									
47074	8/4/2011	8/4/2011	185.84	50715245	7/21/2011	8096		Posted	
	10-15-6000			center pull towels			185.84	0.00	
			<u>433,169.66</u>	114 Non-voided payables listed.					

Report Setup
 AP - Accounts Payable Listing : Vendor Name
 Filter Options
 Starting: 8/4/2011
 Ending: 8/4/2011
 Banks: All
 Payable Status: Posted, Printed, ACH, Recorded, Voided
 All Vendors Selected

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
August 2, 2011	ORDINANCE 2090 INTERNATIONAL ZONING		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input checked="" type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Administration		<input type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the Council approve Ordinance 2090.

FISCAL NOTE:

- There is no direct cost associated with passing this ordinance.

DISCUSSION:

Passing this ordinance allows the city to add two new zoning districts (Mixed Use and Office/Institutional) to the city zoning code. It is anticipated that both of these new zoning categories would be used in the North Campus.

Respectfully submitted,

Glenn Rodden
City Administrator

ORDINANCE NO. 2090

AN ORDINANCE SUPPLEMENTING ORDINANCE NO. 2049, FURTHER SUPPLEMENTING THE "2003 INTERNATIONAL ZONING CODE" AS ADOPTED BY THE CITY OF BELOIT, KANSAS BY ADDING CHAPTER 5B, MIXED USE DISTRICTS (MU), AND CHAPTER 6B, OFFICE AND INSTITUTIONAL ZONING DISTRICT (O&I).

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BELOIT, KANSAS:

Section 1: Section 2 of Ordinance No. 2049 is hereby supplemented by adding Sub-section tt) to read as follows:

tt) **CHAPTER 5B
MIXED USE RESIDENTIAL DISTRICTS (MU-R)**

501B.1 Mixed Use Residential (MU-R). The mixed use residential district is intended to provide for a mix of complementary designed and located residential uses, including single-family and multifamily uses, attached and detached and special living facilities, with the opportunity for retail and services as subservient uses on a district level (less than twenty-five percent of total development). The district should strive to achieve project sites designed for pedestrian, bicycle and vehicle access and circulation and connections to the adjacent land uses. It should also create public focal points and activity centers and provide a sense of community for the occupants and the neighborhood.

501B.2 Permitted uses. The following list includes the uses that are permitted in the mixed use zone:

Single-family homes, duplexes, townhouses, bed and breakfast, accessory buildings, child day care centers, home occupations, parks, playgrounds, ball fields, churches, medical clinics, offices, public & semi-public buildings, restaurants, retail trade establishments <5000 sq. ft. in area.

The following list includes the uses that are permitted with conditional use permits in the mixed use zone:

Apartment buildings, institutionalized residential (personal-care homes, adult day care, group homes), civic centers, retail trade establishments enclosed >5000 sq. ft. and <25000.

Exception: Manufactured homes are not permitted in this zoning district.

501B.3 Considerations for Commercial Development.

501B3.1 For light commercial developments within the mixed use residential district, the front yard landscaping strip shall be zero feet in those instances where the building is built at the right-of-way line.

501B3.2 Light commercial structure facades shall extend to the right-of-way along at least seventy-five percent of the lot line; or light commercial structure facades shall extend to within ten feet of the lot line for seventy-five percent of the lot line and the space between the building and the lot line shall be designed as an extension of the sidewalk and committed to active uses such as sidewalk cafes, vendors stands, or developed as "stopping places."

501B3.3 Building front facade height, as measured from the street grade, shall be no less than eighteen feet in height.

501B3.4 Parking and loading standards shall comply with Chapter 6, Section 601A.4 and screening and buffering standards contained in Chapter 6, Table 601A.1 and all other applicable standards.

501B.4 Mixed use development requirements. The intent of the mixed use residential district is to provide a mix of residential and light commercial uses within one project and throughout the district. To accomplish this while providing flexibility of design, two development options are offered:

501B.4.1 Full Residential Development (One Hundred Percent). The proposed development site shall be allowed to develop at one hundred percent residential; however, a provision shall be made, in compliance with Chapter 6, to transfer the light commercial development rights to another location within the mixed use residential district. This shall be done through the master planning process as outlined below in this section.

501B.4.2 Residential Development (One Hundred Percent)—Light commercial Provision. The proposed development shall provide for both residential uses and light commercial use(s). The light commercial portion of the development may occupy up to a maximum of twenty-five percent of the project site or floor area. When twenty-five percent of the site is dedicated for light commercial use, the residential component of the project is allowed to be built out at a density equivalent to one hundred percent of the gross site.

501B.5. Mixed use - Design standards.

501B.5.1 The design standards shall apply to all proposed residential development within the mixed use districts, unless otherwise specified by this chapter.

501B.5.2 The following design standards supplement those found above in subsections A and B of this section, and shall apply to all development proposed within the mixed use residential and the mixed use employment districts:

501B.5.2.1 Light commercial areas should be placed within walking distance (one-quarter mile) of residences.

501B.5.2.2 Light commercial buildings and uses should be located at the corner of the intersection of two public streets.

501B.5.2.3 Pedestrian-scale elements such as canopies, awnings, porches, building overhangs and arcades, and outdoor seating are required along pedestrian-oriented streets.

501B.5.2.4 All primary building pedestrian entrances and storefront windows shall face onto the primary street serving the site. If the site has multiple street frontages, the more pedestrian-oriented street shall take precedence.

501B.5.2.5 The design character of an individual building should be compatible (share similar features such as color, scale, massing and height) with its neighbors but may also include other features or characteristics that are different.

501B.5.2.6 Parking. The parking requirements shall be determined for mixed use developments by combining the requirements of the residential and the light commercial uses. Off-street parking shall be located to the side or rear of the building(s).

501B.5.2.7 Landscaping. The requirements of Chapter 8, Section 805, Landscaping Requirements, shall apply to all proposed development within the mixed use districts.

501B.5.2.8 Drive-up, -in or -through facilities are not permitted.

Section 2: Section 2 of Ordinance No. 2049 is hereby supplemented by adding Sub-section uu) to read as follows:

uu. **CHAPTER 6B**
OFFICE and INSTITUTIONAL ZONING DISTRICT (O & I)

601B.1. Statement of Intent. The office institutional designation is intended to:

- (A) Provide an area for activities relating to the purpose of local governmental entities, semi-public institutions, and private office uses providing necessary services; and
- (B) Provide for continued operation and facilitate managed growth of existing institutions and activities; and
- (C) Provide and protect parks, open space and other natural, physical assets of the community to improve the aesthetic and functional features of the community.

601B.2. Permitted Uses. Specific types of permitted uses are those which provide a public service or fill a public need as well as some private office uses as described in the statement of intent. Any proposed use, whether new or an expansion or change of an existing use, shall be evaluated individually to determine whether it will be treated as an administrative or special use, based on its size, overall functions, and anticipated level of impact, including, but not limited to, such factors as hours of operation, relationship to adjacent land uses, trip generation and parking needs, storage needs, and environmental impact. Permitted uses include but are not limited to the following:

1. Continuation of uses already legally existing within the zone at the time of adoption of this title.
2. Parks, playgrounds, swimming pools, greenbelts and open space for active or passive recreation or enjoyment.
3. Government buildings or offices such as fire stations, law enforcement centers, schools and colleges, hospitals, community meeting or recreation halls.
4. Libraries, museums, or similar cultural facilities.
5. Child day care and/or learning centers.
6. Public utilities, such as electrical, sewer, water, natural gas, storm water, telecom facilities and other similar uses.
7. Residential uses incidental to a permitted use, such as caretaker's quarters, or as an accessory use to institutional facilities such as housing for students, staff or faculty of colleges, hospitals and the like.

601B.3. Similar or related uses permitted, and criteria for determination of similarity or relatedness, are as follows:

1. Uses similar to, or related to, those listed in Permitted Uses above, are permitted upon a finding of the Zoning Administrator or his/her designee that a particular unlisted use does not conflict with the intent of this chapter or the policies of the land development plan.
2. The criteria for such finding of similarity shall include but not be limited to the following:
 - a. The proposed use is appropriate in this area.
 - b. The development standards for permitted uses can be met by the proposed use.
 - c. The public need is served by the proposed use.

601B.4. Accessory Uses. The following accessory uses are permitted:

1. Storage of supplies and equipment associated with a primary use, and other activities incidental to the primary use such as:
 - a. Storage yards (buildings).
 - b. Fleet parking.
 - c. Maintenance buildings and activities.

601B.5. Conditional Uses. Conditional uses may be permitted as provided for in Chapter 12 of the Zoning Code, and subject to applicable conditions as found in that chapter. Any use that, in the opinion of the Zoning Administrator, Community Development Director or City Administrator, does not constitute an essential public facility as defined below shall require a Conditional Use Permit.

601B.6. Prohibited Uses. Uses other than those identified or described above are prohibited.

601B.7. Setback and Open Space Requirements.

1. **Site Area:** The minimum size and shape of the site shall be appropriate to the proposed use of said site and its relationship to abutting properties and traffic patterns in the vicinity of the site.

2. **Building Height:** Maximum height of buildings shall be 45 feet.

3. **Building setback requirements:**

A. If adjacent properties are in the same or in a less restrictive land use district:

Side yard minimum 15 feet.

Rear yard minimum 15 feet.

B. If adjacent properties are in any residential district:

Side yard minimum 25 feet.

Rear yard minimum 25 feet.

C. Setbacks from right-of-way:

If property fronts on a private street or drive, 25 feet.

If property fronts on public street, 35 feet.

601B.8. Maximum Height. Maximum height in the Public Institutional district shall be as follows: 45 feet, except when adjoining a more restrictive use district, in which case any structure located within 100 feet of the more restrictive zone shall have a maximum height as imposed by the more restrictive district. Height may be further restricted by airport overlay zoning, where applicable. Deviation from this standard will be processed as a special use permit.

601B.9. Parking Requirements. Parking shall meet the requirements of Chapter 6, Section 601A4, Parking & Loading Regulations.

601B.10. Landscaping. Fencing, screening and landscaping shall comply with Chapter 8, Section 805, Landscaping Requirements. While considering the preliminary development plan other landscaping elements may become a conditional requirement of the Planning Commission on a case by case basis.

601B.10.1 Fencing and screening related to the uses within the site and as a means of integrating the proposed development into its surroundings shall be planned and presented to the Planning Commission for approval, together with other required plans for the development.

601B.10.2 Landscaping related to the site shall be planned and presented to the Planning Commission together with other required plans for the development. A planting plan showing various vegetative plantings shall be prepared for the entire site to be developed. A grading and drainage plan shall also be submitted to the Planning Commission with the preliminary development plan.

601B.11. Site plan approval. Development within the Office & Institutional Zoning District is subject to site plan approval to ensure that new development is planned in a manner consistent with this Chapter and to assure it will be compatible with adjoining development.

601B.12. Appeals. Administrative decisions of the Zoning Administrator or her/his designee shall be final and conclusive, unless a written statement of appeal is filed using the appeal procedures contained in Zoning Code Chapter 1, Section 109, Hearings, Appeals and Amendments. Said statement shall set forth any alleged errors and/or the basis for appeal and shall be accompanied by a fee in an amount as set by resolution.

The timely filing of an appeal shall stay the effective date of the decision until such time as the appeal is heard and decided or is withdrawn. The burden of proof regarding modification or reversal shall rest with the appellant.

601B.13. Essential Public Facility. A facility, conveyance, or site whose services are provided by a governmental agency, a private or nonprofit organization under contract to or with substantial funding from government agencies, or a private organization subject to

public service obligations, which is necessary to adequately provide a public service and which is typically hard to site.

Section 3: EFFECTIVE DATE. This ordinance shall take effect and be in full force from and after its passage and one publication in the official city newspaper.

PASSED and ADOPTED by the Governing Body and signed by the Mayor this 2nd day of August, 2011.

Rebecca J. Koster, Mayor

ATTEST:

Amanda Lomax, City Clerk



REQUEST FOR COUNCIL ACTION

DATE:	TITLE:
August 2, 2011	PARKS AND RECREATION BUILDING CONTRACT
ORIGINATING DEPARTMENT:	TYPE OF ACTION: <u> </u> ORDINANCE <u> </u> RESOLUTION
PARKS AND RECREATION	<u> X </u> FORMAL ACTION <u> </u> OTHER

RECOMMENDATION:

I recommend that the Council approve the proposal for the Parks and Recreation Building from Joelle Lamb.

FISCAL NOTE:

- There is no cost to the city for accepting this proposal.

PROPOSALS RECEIVED:

<u>COMPANY</u>	<u>PRICE</u>
Joelle Lamb	\$23,500

DISCUSSION:

We received one offer to purchase the former headquarters of the parks and recreation division. Mrs. Lamb proposes to use this building as a daycare center.

Respectfully submitted,

Glenn Rodden
City Administrator

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this ____ day of July, 2011, by and between City of Beloit, party of the first part, hereinafter referred to as Seller, and Shelby J. Lamb and Joelle R. Lamb, parties of the second part, hereinafter referred to as Buyers.

WITNESSETH:

1. PROPERTY:

Seller agrees to sell and Buyers agree to purchase, under the terms and conditions hereinafter set forth, the following described real estate, to-wit:

Lots Eighty-seven (87) and Eighty-nine (89), on Campbell Avenue, of Highland Park Addition to the City of Beloit, Mitchell County, Kansas.

All fixtures and articles of personal property attached or appurtenant to or used in connection with the premises are included in this sale.

2. PURCHASE PRICE:

The purchase price for the said real estate shall be the sum of Twenty-three Thousand Five Hundred Dollars (\$23,500.00), which shall be paid as follows:

The Buyers shall pay the sum of Five Hundred Dollars (\$500.00) down upon execution of the contract, the sum of which is hereby acknowledged, and the balance of Twenty-three Thousand Dollars (\$23,000.00) on date of closing and upon Seller providing Buyers with merchantable title.

3. EARNEST MONEY:

The Buyers do hereby deposit with the escrow agent, Gantenbein & Odle, earnest money in the form of a check or wired funds and in the amount of Five Hundred Dollars (\$500.00) as a security that the terms and conditions of this contract shall be fulfilled by the Buyers. Said earnest money shall be applied to the purchase price at closing. In the event this contract fails to close, the

earnest money shall be deposited and disbursed according to an agreement signed by both parties. In addition to forfeiture of earnest money to Seller or return of earnest money to Buyers, Buyers and Seller shall both have the option of enforcing specific performance of this Contract or any other remedy allowed by law or equity. If a dispute arises over disposition of funds or documents deposited with the escrow agent, Seller and Buyers agree that said funds shall be deposited with the court for disposition.

4. TITLE:

Seller shall provide Buyers a title insurance commitment for a title insurance policy to be issued after closing to Buyers, which will insure Buyers against loss or damage to the extent of the purchase price by reason of defects in title of Seller to said real estate. The commitment shall show marketable title vested in Seller, subject to encroachments which would be disclosed by survey, rights-of-way or record, trees, plantings and fences thereon; restrictions and protective covenants of record, provided no forfeiture provisions are contained therein; unmatured special assessments, zoning laws, ordinances and regulations; rights of tenants in possession; the liens, if any, described therein; and those exceptions which are standard to First American Title Insurance Company's Schedule B or as specified therein. The cost of the standard owner's policy of title insurance shall be paid one-half (1/2) by each of the parties hereto. Buyers shall pay for any lender's/mortgagee's title insurance coverage.

Seller shall be responsible to use due diligence to resolve any title defects at Seller's expense subject to the foregoing exceptions. Should it become impossible for the above named Seller to furnish a merchantable title to the above described real estate, then the Buyers shall be entitled to the return of the monies theretofore paid, and the Seller shall be entitled to the immediate possession of said real estate and immediate release from all contractual obligations hereunder.

5. CONVEYANCE:

Seller agrees to forthwith execute and acknowledge a joint tenancy general warranty deed conveying said real estate, subject to easements and restrictions of record, to the Buyers upon completion of the contract.

6. CONDITION OF PREMISES:

Buyers specifically represent that there are no important representations concerning the condition or value of the property made by Seller on which Buyers are relying except as may be fully set forth in writing and signed by them.

Seller agrees to deliver and the Buyers agree to accept the property in its present condition, "as is", at the date of closing.

7. POSSESSION:

Buyers shall be entitled to possession at the time of closing.

8. INSURANCE:

The risk of loss or damage to the premises by fire or other causes, prior to closing or delivery of possession, whichever earlier, is assumed by Seller. Seller shall maintain its existing fire and extended coverage insurance and in the event of loss or damage to the improvements on the premises, the proceeds of any fire or other insurance coverage pertaining to the same shall be used to repair said damage and/or replace said improvements, but if such proceeds are inadequate to cover the cost of said repair or replacement, this contract may at the option of Buyers be terminated, whereupon the earnest money shall be returned to Buyers, whereupon the obligations of the parties hereunder shall end. After closing or delivery of possession, whichever earlier, Buyers shall obtain their own insurance.

9. TAXES:

Seller shall be responsible for all real estate taxes and assessments for the year 2010 and all prior years. The taxes for the year 2011 shall be prorated between the parties as of date of closing based upon the actual taxes for the year 2010, with the Seller crediting against the purchase price from Buyers all that prorated portion of the 2011 taxes prior to closing date, and the Buyers then paying the full amount of the 2011 taxes when due. Buyers shall pay taxes for the year 2011 and all succeeding years.

10. TEMPORARY ESCROW AGREEMENT:

An executed copy of this agreement, the general warranty deed as hereinabove provided for, and the Owner's Policy of Title Insurance shall be deposited in escrow with Gantenbein & Odle, which shall act as escrow agent. Said escrow agent is hereby instructed upon full payment of the sum heretofore mentioned to be paid by the Buyers and meeting all other terms and conditions upon their part to be made herein, to deliver said deed and Owner's Policy of Title Insurance to the Buyers. Buyers and Seller and each of them promise to indemnify and hold harmless the escrow agent against any cost, damages, attorney fees, expenses and liabilities, which in good faith and without fault of which may incur or sustain in connection with this agreement and in connection with any court action arising out of this agreement. Any escrow fee shall be paid one-half (1/2) by each of the parties hereto.

11. BOUNDARIES:

The boundaries of the above described real estate have been heretofore established by fences, roads and/or lines of demarcation. The Buyers agree to take the property subject to the boundaries as presently exist, and Seller does not guarantee location of the boundaries or that the location of the fences, roads and/or lines of demarcation are on the exact boundaries.

12. CONTRACT:

The Seller and Buyers shall each pay one-half (1/2) of the following expenses incurred in completing this sale, which shall include but not be limited to, the drafting of a real estate contract, deed, and real estate questionnaire, preparing closing statements, writing closing checks, conferences, telephone calls, copy and postage expense.

13. FORFEITURE:

It is understood and agreed that time is of the essence of this contract and that all payments and things agreed to must be done promptly and should the Buyers fail to make any of the payments herein provided for, or fail to pay the taxes, or fail to perform any other covenants herein contained, within the time provided for, and if such default shall continue for a period of thirty (30) days, the Seller may, at its election, declare the entire contract or any portion of the unpaid payments, due and payable. Within thirty (30) days after written demand therefor, mailed by registered mail to the last known address of the Buyers, this contract shall be canceled and the Seller shall be entitled to the immediate possession of said real estate and shall further be entitled to retain any and all payments theretofore paid under the terms of this contract, not as penalty but as rent for the use of said premises, and as liquidated damages for the breach of this contract, or require the Buyers to specifically perform the terms thereof. Likewise, should Seller fail to comply with the covenants, terms, and conditions in this contract on its part to be made, then the Buyers shall have the option of declaring this contract null and void or requiring Seller to specifically perform the terms thereof.

14. LEAD WARNING STATEMENT:

_____ Seller hereby notifies purchaser that the property herein may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including hearing disabilities,

reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller is required and has provided Buyer with any information on lead-based paint hazards from risk assessments or inspection in the Seller's possession and notified Buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

15. RADON GAS STATEMENT:

Seller notifies Buyers that the property may present exposure to dangerous concentrations of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer. Radon, a class-A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. Kansas law requires Seller to disclose any information known to the Seller that shows elevated concentrations of radon gas in residential real property. The Kansas Department of Health and Environment recommends all home-buyers have an indoor radon test performed prior to purchasing or taking occupancy of residential real property. All testing for radon should be conducted by a radon measurement technician. Elevated radon concentrations can be easily reduced by a radon mitigation technician. For additional information go to www.kansasradonprogram.org.

16. CLOSING:

This transaction shall be closed and settlement shall occur on or before August 23, 2011, at the office of Gantenbein & Odle, at Beloit, Kansas. At that time and place or such later date as the parties may agree to in writing, each party shall deliver to the other all instruments, documents and funds required for the complete execution of this contract.

____ 17. ATTORNEYS' FEES:

In case an action is brought by Seller or Buyers to enforce this contract or any of its

provisions, the successful party in such action shall be entitled to attorneys' fees in addition to ordinary taxable costs of the action.

18. ASSIGNMENT:

Buyers shall not sell, assign or transfer this contract or any interest under it, or any interest in or to said property, without first obtaining the written consent of the Seller.

19. CONCLUSIVENESS:

All of the terms and conditions of this agreement between the parties hereto are stated herein and no representations or inducements have been made to the Buyers by the Seller other than those herein set forth.

20. COUNTERPARTS:

_____ This agreement may be executed in several counterparts and by facsimile signatures, each of which shall be deemed an original but all of which shall construe one and the same instrument, and once signed, the party shall be bound to the terms of this contract.

21. BINDING ON HEIRS:

This contract shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

22. GOVERNING LAW:

The parties agree that this contract shall be interpreted and enforced in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, this contract has been executed by the parties hereto on the day and year first above written.

CITY OF BELOIT, BELOIT, KANSAS
A Kansas Municipality

Rebecca J. Koster, Mayor

ATTEST:

Amanda Lomax, City Clerk

Address: 119 N. Hersey Ave. - P.O. Box 567
Beloit, Kansas 67420
Telephone: 785-738-3551
Seller

Shelby J. Lamb

Joelle R. Lamb
Address: 513 N. Kansas Avenue
Beloit, Kansas 67420
Telephone: 785-738-7385
Buyers

ACCEPTANCE OF ESCROW

Gantenbein & Odle accepts the escrow herein provided but only upon the condition that the parties to said agreement will indemnify and save harmless the escrow holder against all costs, damages, attorneys fees, expenses and liabilities which may be sustained, while acting in good faith and without fault, and said parties will pay the same upon demand.

Gantenbein & Odle

By _____
Brenon Odle

KANSAS WARRANTY DEED

On this ____ day of July, 2011,

THE CITY OF BELOIT, a Kansas Municipality, "Grantor"

CONVEYS AND WARRANTS to

SHELBY J. LAMB and JOELLE R. LAMB, husband and wife, "Grantees" as **JOINT TENANTS** and not as tenants in common, with full rights of survivorship, the whole estate to vest in the survivor in the event of the death of either, all the following described real estate in Mitchell County, Kansas:

Lots Eighty-seven (87) and Eighty-nine (89), on Campbell Avenue, of Highland Park Addition to the City of Beloit, Mitchell County, Kansas.

For the sum of One Dollar and other good and valuable consideration.

SUBJECT TO: easements and restrictions of record.

The City of Beloit, Kansas
A Kansas Municipality

By _____
Rebecca J. Koster, Mayor

ATTEST:

Amanda Lomax, City Clerk

STATE OF KANSAS,

Reserved for Register of Deeds

SS:

COUNTY OF MITCHELL,

This instrument was acknowledged before me on July _____, 2011, by Rebecca J. Koster, Mayor, and Amanda Lomax, City Clerk, by and on behalf of the City of Beloit, Kansas, a Kansas municipality.

Notary Public

Typed Notary Name

My appt. exp.:

REQUEST FOR COUNCIL ACTION

DATE:	TITLE:		
August 2, 2011	TRANSFORMER BID		
ORIGINATING DEPARTMENT:	TYPE OF ACTION:	<input type="checkbox"/> ORDINANCE	<input type="checkbox"/> RESOLUTION
Electric Department		<input checked="" type="checkbox"/> FORMAL ACTION	<input type="checkbox"/> OTHER

RECOMMENDATION:

I recommend that the city council approve the bid from Kriz-Davis Electric Company in the amount of \$7,462.00. Funding is available under Electric Systems Division, 53-43-8300.

FISCAL NOTE:

Kriz-Davis	\$7462.00
Graybar	\$7635.73
Stanion	\$7886.00
Wesco	\$9373.00

DISCUSSION:

Respectfully submitted,

Glenn Rodden
City Administrator

CITY OF BELOIT

119 North Hersey
Box 567
Beloit, Kansas 67420

The single phase transformers are to resupply our spare single phase pad mount transformers; this will make it possible to replace a bad transformer in a timely manner. The three phase transformers are to get ready to convert more of our 2400 volt system to 12470/7200 volt system to help reduce the load on our 2400 volt circuits and to get prepared for the expansion of the North Campus.

Transformer Bid or L-0527

Graybar Electric	\$26,860.48
Wesco Distribution	\$32,300.00
Kriz-Davis Co.	\$32,348.00
Stanion Wholesale Electric	\$33,044.00

Based on the above bid it is recommended to go with Graybar Electric with the low bid of \$26,860.48.

Ronald Sporleder
Director of System Operations

CITY OF BELOIT

119 North Hersey
Box 567
Beloit, Kansas 67420

The City of Beloit, Kansas, 119 North Hersey, Box 567, Beloit, Kansas, will be accepting bids at the office of the City Clerks until:

TIME: 3:30 PM

DATE: July 27 , 2011

for the purchase of the following item(s)/ material(s): **Transformers**

All items(s)/ material(s) are to be bid FOB, Beloit, Kansas. This bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

All bids submitted in a envelope are to be prominently marked: **Transformer Bid or L-0527**

All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk, 119 North Hersey, Beloit, Kansas.

The City of Beloit, reserves the right to select the best bid, waiver formalities and reject any and all bids.

For additional information on bid specifications, contact System Operations Department, (785) 738-3781.

Ronald Sporleder
Director of System Operations

Allen Mong
Electric Forman

For additional information on results of the bid opening, contact the Office of the City Clerk, (785) 738-3551

General specifications for Pad Mount Transformer

- (1) Transformers will be New.
- (2) All transformers shall have good welds with no leaks, good paint job with no rust and the doors will fit without having to be forced.
- (3) All transformers shall be Dead Front, Loop Feed with bushing wells and bushing well inserts.
- (4) They shall be new copper wound.
- (5) They shall have new PCB Free Oil (2PPM or under).
- (6) They shall have external tap changers.
- (7) They shall have Bayonet fuses.
- (8) They will have automatic pressure relief valves.
- (9) They will have a oil drain plug.

If there are any deviations from the transformer specifications indicate changes with bid

THREE PHASE PAD MOUNTED TRANSFORMERS

Transformer

Three Phase pad mount, **12470 volt D primary** and 120/ 208Y volt secondary, and shall have ten (10) hole spade type low voltage bushings with extra supports. Two door type preferred.

Number of units to be bid	Kva of units to be bid	Price of unit
4	75 KVA	\$ _____ ea

Single Phase pad mount 7200 volt primary 120/240 secondary Transformers

Number of units to be bid	Kva of units to be bid	Price of unit
4	25 KVA	\$ _____ ea

PROPOSAL SHEET

FOR BID L – 0527

I propose to supply the City of Beloit, Kansas with the item(s) or material(s) listed in this bid for a total purchase price of \$ _____ this is FOB, 502

E. 12th Street, Beloit, Kansas 67420-0567.

Estimated delivery time. _____

I understand that this bid is to be guaranteed for no less than fifteen (15) days from the date of bid opening.

BIDDER (NAME OF FIRM) _____

AUTHORIZED SIGNATURE _____

ADDRESS _____ CITY _____

STATE _____ ZIP CODE _____

TELEPHONE _____ DATE _____



235 JAYCEE DR
 JEFFERSON CITY MO 65109
 Phone: 573 / 636-5135
 Fax: 573 / 636-5139

\$26,860⁴⁸

To: BELOIT-CITY OF
 JERRY BLASS
 DIST MAINT SUPERVISOR
 BELOIT KS 67420
 Attn: RONALD SPORLEDER
 Phone: 785-738-3551
 Fax: 785-738-2290
 Email: kevin.schnieders@graybar.com

Date: 07/28/2011
 Proj Name: **BELOIT**
 GB Quote #: **213547143**
 Valid From: 07/26/2011
 Valid To: 08/25/2011
 Contact: Kevin Schnieders
 Email: kevin.schnieders@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	4 EA	CG POWER SYSTEMS USA	75KVA 3PH PAD 12470-208Y/120		\$5,072.73	1	\$20,290.92
Item Note:		6-8 WEEKS					
200	4 EA	CENTRAL MOLONEY	25KVA 1PH PAD 7200-240/120		\$1,642.39	1	\$6,569.56
Item Note:		8 WEEKS					

Total in USD (Tax not included): \$26,860.48

F O B: F/A

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: BELOIT-CITY OF
JERRY BLASS
DIST MAINT SUPERVISOR
BELOIT KS 67420
Attn: RONALD SPORLEDER

Date: 07/28/2011
Proj Name: BELOIT
GB Quote #: 213547143

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
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GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

- 1. ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
- 2. PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
- 3. RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
- 4. TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
- 5. DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
- 6. LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
- 7. LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
- 8. WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
- 9. MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
- 10. REELS** - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
- 11. CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
- 12. FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
- 13. ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
- 14. GENERAL PROVISIONS** - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
- 15. PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
- 16. EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.

Unless noted the estimated ship date will be determined at the time of order placement.

beloitsystems@nckcn.com

From: Schnieders, Kevin <Kevin.Schnieders@graybar.com>
Sent: Thursday, July 28, 2011 8:26 AM
To: beloitsystems@nckcn.com
Subject: 25 KVA Transformers

Ron, per our conversation this morning, the 25 KVA transformers that I quoted you from Central Moloney will come furnished with tap changers as you requested, please let me know if you need anything else.

Thanks,

Kevin Schnieders | Quotations Specialist
2708 Industrial Drive | Jefferson City, MO 65109 | Office (573) 636-5135 | Fax (573) 636-5139 | kevin.schnieders@graybar.com
www.graybar.com - *Works to Your Advantage*



General specifications for Pad Mount Transformer

- (1) Transformers will be New.
- (2) All transformers shall have good welds with no leaks, good paint job with no rust and the doors will fit without having to be forced.
- (3) All transformers shall be Dead Front, Loop Feed with bushing wells and bushing well inserts.
- (4) They shall be new copper wound.
- (5) They shall have new PCB Free Oil (2PPM or under).
- (6) They shall have external tap changers.
- (7) They shall have Bayonet fuses.
- (8) They will have automatic pressure relief valves.
- (9) They will have a oil drain plug.

If there are any deviations from the transformer specifications indicate changes with bid

THREE PHASE PAD MOUNTED TRANSFORMERS

Transformer

Three Phase pad mount, 12470 volt D primary and 120/ 208Y volt secondary, and shall have ten (10) hole spade type low voltage bushings with extra supports. Two door type preferred.

Number of units to be bid	Kva of units to be bid	Price of unit
4	75 KVA	\$ <u>5072.⁷³</u> ea

Single Phase pad mount 7200 volt primary 120/240 secondary Transformers

Number of units to be bid	Kva of units to be bid	Price of unit
4	25 KVA	\$ <u>1,509.⁷⁸</u> ca

TECHNICAL SPECS

Date: 7/21/2011
 Quotation Number: 20014542
 Item Number: 10

Customer Line No.:		Quantity:	4
Unit Price:		Extended Price:	
Three Phase Pad-Mount Transformer(s)			
kVA Rating:	75 kVA	Model #:	
	Mineral Oil Immersed	Cooling Class:	ONAN
		Frequency:	60 Hz
		Avg. Winding Temp.:	65 °C
Primary Voltage:	12470 Delta volts	Secondary Voltage:	208Y/120 volts
Primary BIL Rating:	95 kV	Secondary BIL Rating:	30 kV
HV Winding Matl:	Copper	LV Winding Matl:	Copper
High Voltage Taps:	B Taps - Two 2.5% Taps below Nominal and Two 2.5% Taps above Nominal		
No Load Loss:	163 Watts	Load Loss:	1110 Watts
		Total Loss:	1273 Watts
Impedance:	2.11 %		
Tank Enclosure:			
Welded Cover			
Cabinet Depth: 19 Inches, Pentahead Security Bolts			
Steel HV-LV Barrier			
Bushings:			
Loop Feed ANSI Specific Dimensions			
Dead Front Primary Terminations: Wells , (6) Inserts			
Secondary Terminations: Epoxy Bushings w/Thread-on 10 Hole Aluminum H Spades, Spade Support			
Protection:			
Dual Sensing Bayonet Fusing (), Plastic Dripshield ()			
Accessories:			
Pressure Relief Valve Qualtrol 202-037-01, Drain plug			
Switching:			
None			
Paint Color:			
GREEN (Munsell 7.0GY3.29/1.5),			
Standards:			
Quoted in compliance with the latest applicable ANSI standards unless otherwise specified by the customer.			
Shipment: 6 to 8 weeks			

To: BELOIT-CITY OF
JERRY BLASS
DIST MAINT SUPERVISOR
BELOIT KS 67420
Attn: RONALD SPORLEDER

Date: 07/26/2011
Proj Name: BELOIT
GB Quote #: 213547143

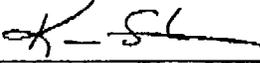
Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
------	----------	----------	-------------	-------------	-------	------	-----------

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

- 1. ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer or the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.
- 2. PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.
- 3. RETURN OF GOODS** - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.
- 4. TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
- 5. DELAY IN DELIVERY** - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
- 6. LIMITED WARRANTIES** - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. **GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING, THIS NOTATION BY GRAYBAR, PRODUCTS SOLD HEREUNDER SHALL BE UNFIT FOR ANY AND ALL INTENDED USES IN OR IN CONNECTION WITH (I) ANY SAFETY APPLICATION OR CONTAINMENT AREA OF A NUCLEAR FACILITY, OR IN A HEALTH CARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.**
- 7. LIMITATION OF LIABILITY** - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
- 8. WAIVER** - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
- 9. MODIFICATION OF TERMS AND CONDITIONS** - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
- 10. REBLS** - When Graybar ships returnable reels, a real deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
- 11. CERTIFICATION** - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 4 thereof. This agreement is subject to Executive Order 12866, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, E.O. 13886, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-230.5 are incorporated herein by reference, to the extent legally required.
- 12. FOREIGN CORRUPT PRACTICES ACT** - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§ 78dd-1, et seq.) (respective of the place of performance), and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
- 13. ASSIGNMENT** - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
- 14. GENERAL PROVISIONS** - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflict of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
- 15. PAYMENT TERMS** - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
- 16. EXPORTING** - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: 

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7400 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

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CENTRAL MOLONEY, INC.

PAGE: 1

TO: MARGIE
SUBJECT: BELOIT, KS
CUSTOMER NAME: BELOIT, KS
CITY: BELO

DATE: 07/18/11
FROM: PATRICK COLCLASURE
INQUIRY NO: 7/18/11
QUOTATION NO: 57137

WE ARE PLEASED TO GIVE YOU THE FOLLOWING QUOTATION:

ITEM	QTY	KVA	PAD	TI CONV	TYPE	DOE QUOTED & EFF	#HV BUSH	PRIMARY TAPS NO	SECONDARY TAPS	STOCK-CODE	CORE %IZ	COPPER %EXI	SHIP WEEKS	TOC	UNIT-PRICE
001	4	25.0			PRIMARY		2	7200	240/120		57	330	08		
					DOE QUOTED & EFF			NO TAP HV	STOCK-CODE		2.14	33			

ITEM	QTY	KVA	DOE MIN & EFF	TYPE	DOE QUOTED & EFF	#HV BUSH	PRIMARY TAPS	SECONDARY TAPS	STOCK-CODE	CORE %IZ	COPPER %EXI	SHIP WEEKS	TOC	UNIT-PRICE

ITEM	QTY	KVA	DOE MIN & EFF	TYPE	DOE QUOTED & EFF	#HV BUSH	PRIMARY TAPS	SECONDARY TAPS	STOCK-CODE	CORE %IZ	COPPER %EXI	SHIP WEEKS	TOC	UNIT-PRICE

ITEM	QTY	KVA	DOE MIN & EFF	TYPE	DOE QUOTED & EFF	#HV BUSH	PRIMARY TAPS	SECONDARY TAPS	STOCK-CODE	CORE %IZ	COPPER %EXI	SHIP WEEKS	TOC	UNIT-PRICE

ITEM	QTY	KVA	DOE MIN & EFF	TYPE	DOE QUOTED & EFF	#HV BUSH	PRIMARY TAPS	SECONDARY TAPS	STOCK-CODE	CORE %IZ	COPPER %EXI	SHIP WEEKS	TOC	UNIT-PRICE

ITEM	QTY	KVA	DOE MIN & EFF	TYPE	DOE QUOTED & EFF	#HV BUSH	PRIMARY TAPS	SECONDARY TAPS	STOCK-CODE	CORE %IZ	COPPER %EXI	SHIP WEEKS	TOC	UNIT-PRICE

COMMENTS:

PRICES ARE FIRM FOR DELIVERY OUTSIDE UNLESS OTHERWISE STATED. THIS QUOTATION IS VALID FOR ACCEPTANCE WITHIN THIRTY (30) DAYS FROM DATE HEREOF AND, IN THE MEANTIME, IS SUBJECT TO CHANGE UPON NOTICE. STANDARD TERMS AND CONDITIONS OF SALE FORM 300322, WILL APPLY. PLEASE NOTE THAT TERMS ARE NET THIRTY (30) DAYS AFTER DATE ON INVOICE. FAX: (870) 543-6560 PHONE: (870) 534-5332 P.O. BOX 6608 PDR BLDG, AR 71611

Wesco
\$32,300⁰⁰

CITY OF BELOIT

119 North Hersey
Box 567
Beloit, Kansas 67420

The City of Beloit, Kansas, 119 North Hersey, Box 567, Beloit, Kansas, will be accepting bids at the office of the City Clerks until:

TIME: 3:30 PM

DATE: July 27 , 2011

for the purchase of the following item(s)/ material(s): **Transformers**

All items(s)/ material(s) are to be bid FOB, Beloit, Kansas. This bid is to be guaranteed for no less than thirty (30) days from the date of bid opening.

All bids submitted in a envelope are to be prominently marked: **Transformer Bid or L-0527**

All bids received by the closing date and time will be publicly opened and read aloud at the time and date above in the office of the City Clerk, 119 North Hersey, Beloit, Kansas.

The City of Beloit, reserves the right to select the best bid, waiver formalities and reject any and all bids.

For additional information on bid specifications, contact System Operations Department, (785) 738-3781

Ronald Sporleder
Director of System Operations

Allen Mong
Electric Foreman

For additional information on results of the bid opening, contact the Office of the City Clerk, (785) 738-3551

PROPOSAL SHEET FOR BID L - 0527

I propose to supply the City of Beloit, Kansas with the item(s) or material(s) listed in this bid for a total purchase price of \$ 32,300 this is FOB, 502 E. 12th Street, Beloit, Kansas 67420-0567

Estimated delivery time 10 wks

I understand that this bid is to be guaranteed for no less than fifteen (15) days from the date of bid opening.

BIDDER (NAME OF FIRM) Wesco Distribution

AUTHORIZED SIGNATURE Jeff Menden

ADDRESS 2301 E TRUMAN RD CITY KANSAS CITY

STATE MO ZIP CODE 64127

TELEPHONE 816448 9239 DATE 7/20/11

General specifications for Pad Mount Transformer

- (1) Transformers will be New.
- (2) All transformers shall have good welds with no leaks, good paint job with no rust and the doors will fit without having to be forced.
- (3) All transformers shall be Dead Front, Loop Feed with bushing wells and bushing well inserts.
- (4) They shall be new copper wound.
- (5) They shall have new PCB Free Oil (2PPM or under).
- (6) They shall have external tap changers.
- (7) They shall have Bayonet fuses.
- (8) They will have automatic pressure relief valves
- (9) They will have a oil drain plug.

If there are any deviations from the transformer specifications indicate changes with bid

THREE PHASE PAD MOUNTED TRANSFORMERS

Transformer

Three Phase pad mount, **12470** volt D primary and 120/ 208Y volt secondary, and shall have ten (10) hole spade type low voltage bushings with extra supports. Two door type preferred.

Number of units to be bid	Kva of units to be bid	Price of unit
4	75 KVA	\$ <u>6055.⁰⁰</u> ea 10 WKS

Single Phase pad mount 7200 volt primary 120/240 secondary Transformers

Number of units to be bid	Kva of units to be bid	Price of unit
4	25 KVA	\$ <u>2,020.⁰⁰</u> ea 10WKS



Neg #: 11Q1295518	City of Beloit / Wesco Distribution Inc / BLOT071111
-------------------	--

Item	Alt	Qty	Description	Price Each (USD)
10		4	25 KVA Liquid Filled Padmounted Transformer DTR 2401, Jefferson City, USA (9AAE300179), PDC: 9AAC30400441, DTAN-L1S135	2020.00
20		4	75 KVA Liquid Filled Padmounted Transformer DTR 2401, Jefferson City, USA (9AAE300179), PDC: 9AAC30400147, DTAN-L3S135	6055.00



Neg #: 11Q1295518	City of Beloit / Wesco Distribution Inc / BLOT071111
-------------------	--

ITEM	QTY	kVA	EACH (USD)	NL	LL	TL	Conductor	%Z
10	4	25	2020.00	56 @ 85	336 @ 85	392	Cu/Cu	2.09

ITEM	Shipment
10	10 Weeks

Quoted loss values are guaranteed average values.

Description:

- Type** : Liquid-Filled MTR Mini-Pak Padmounted Transformer
- Fluid** : Mineral Oil
- Core** : Grain Oriented Steel
- Phase** : 1 Phase
- Frequency** : 60 Hz
- Average Winding Rise** : 65 °C
- Ambient Temperature** : 30 °C
- High Voltage** : 12470GrdY/7200
- High Voltage Taps** : +2 -2 2.5%
- High Voltage BIL** : 95kV BIL
- Low Voltage** : 240/120
- Low Voltage BIL** : 30kV BIL
- Feed Configuration** : Loop feed
- Color** : Green (Munsell 7GY 3.29/1.5)

Features (included in price):

TANK & CABINET

- 14" deep cabinet (13.25" deep sill)

BUSHINGS

- Loadbreak inserts x 2
- Bushing wells x 2
- Stud secondary x 3

FUSES

- Bayonet mounted expulsion fuse + isolation link

MONITORING

- Pressure relief valve

OTHER

- DOE Efficiency (2010)
- Scoop drip shield



Neg #: 11Q1295518	City of Beloit / Wesco Distribution Inc / BLOT071111
-------------------	--

ITEM	QTY	kVA	EACH (USD)	NL	LL	TL	Conductor	%Z
20	4	75	6055.00	159 @ 85	1047 @ 85	1206	Cu/Cu	4.83

ITEM	Shipment
20	10 Weeks

Quoted loss values are guaranteed average values.

Description:

- Type** : Liquid-Filled MTR Padmounted Transformer
- Fluid** : Mineral Oil
- Core** : Grain Oriented Steel
- Phase** : 3 Phase
- Frequency** : 60 Hz
- Average Winding Rise** : 65 °C
- Ambient Temperature** : 30 °C
- High Voltage** : 12470 Delta
- High Voltage Taps** : +2 -2 2.5%
- High Voltage BIL** : 95kV BIL
- Low Voltage** : 208Y/120
- Low Voltage BIL** : 30kV BIL
- Low Voltage Neutral** : X0 bushing with ground strap
- Feed Configuration** : Loop feed
- Color** : Green (Munsell 7GY 3.29/1.5)

Features (included in price):

TANK & CABINET

- Penta-head cabinet handle bolt
- 24" deep cabinet

BUSHINGS

- Threaded stud LV bushings x 4
- Loadbreak inserts (dead front) x 6
- ANSI C57.12.26 Fig 2 & 3 HV bushing pattern (minimum)
- 200 amp HV bushing wells x 6
- 10-hole NEMA spade terminals x 4
- Spade Supports
- ANSI C57.12.26 Fig 3&4a minimum stgrd LV bushing pattern

FUSES

- Fused bayonet with isolation link x 3
- Oil retaining valve on bayonet x 3

MONITORING

- Pressure relief valve

FITTINGS

- Drain valve and sampler

OTHER

- DOE Efficiency (2010)

Terms and Conditions:

- Quote validity period: 30 days
- Payment Terms: Payment is due Net 30 Days from invoice date.

*Kri2-Davis Co.
#32,348⁰⁰*

CITY OF BELOIT

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Box 567
Beloit, Kansas 67420

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The City of Beloit, reserves the right to select the best bid, waiver formalities and reject any and all bids.

For additional information on bid specifications, contact System Operations Department, (785) 738-3781.

Ronald Sporleder
Director of System Operations

Allen Mong
Electric Forman

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THREE PHASE PAD MOUNTED TRANSFORMERS

Transformer

Three Phase pad mount, 12470 volt D primary and 120/ 208Y volt secondary, and shall have ten (10) hole spade type low voltage bushings with extra supports. Two door type preferred.

Number of units to be bid	Kva of units to be bid	Price of unit
4	75 KVA	\$ <u>6,223.00</u> ea \$ 24,892.06

Single Phase pad mount 7200 volt primary 120/240 secondary Transformers

Number of units to be bid	Kva of units to be bid	Price of unit
4	25 KVA	<u>\$1864.00</u> ea \$ 7456,00

$$\begin{array}{r}
 24892 \text{ }^{\text{00}} \\
 7456 \text{ }^{\text{00}} \\
 \hline
 32,348 \text{ }^{\text{00}}
 \end{array}$$

PROPOSAL SHEET

FOR BID L - 0527

I propose to supply the City of Beloit, Kansas with the item(s) or material(s) listed in this bid for a total purchase price of \$ 32,348.00 this is FOB, 502 E. 12th Street, Beloit, Kansas 67420-0567.

Estimated delivery time. 6-8 weeks ARO

I understand that this bid is to be guaranteed for no less than fifteen (15) days from the date of bid opening.

BIDDER (NAME OF FIRM) Kriz Davis Co.

AUTHORIZED SIGNATURE Don Wayne Wallis

ADDRESS 232 N. 3rd CITY Salina

STATE Ks ZIP CODE 67401

TELEPHONE 800 933 5654 DATE 7-25-2011
785 827 4497

Spec Sheets Attached

HOWARD INDUSTRIES

KRIZ-DAVIS-33443
 PO BOX 1427
 GRAND ISLAND, NE 68802

FOB: DESTINATION
 PRICING:FIRM FOR QUOTED SHIPMENT
 AGENT: LYNN ELLIOTT CO KC INC

Howard Industries, Inc.
 Utility Transformer Division
 P.O. Box 1588
 Laurel, MS 39441-1588
 Phone: 601 425 3151
 Fax: 601 649 8090

LE Manufacturers Representative
LYNN ELLIOTT COMPANY, INC.
 5400 West 61st Ave., Suite 200, Mission, Kansas 66205 (913) 722-5500
 Engineers and Manufacturers Representatives

QUOTATION
CUSTOMER COPY
 QUOTATION NO: MJ-2542
 QUOTATION DATE: 07/18/2011
 PAGE NO: 1
 LE-4199

Item	Qty	Description	Unit Price	Shipment ARO
ITEM 1	4	PRODUCT: 3-PHASE PADMOUNT ANSI C57.12.26 DEAD FRONT SINGLE VOLTAGE KVA: 75 KVA HV: 12470 DELTA 95KV BIL LV: 208Y/120 30KV BIL TAPS: (2) 2-1/2 ABOVE & BELOW LOSSES: NO LOAD = 214, LOAD = 869, TOTAL = 1083 IMPED = 1.5 OIL TYPE: MINERAL	\$ 6223.00	06-08 WKS
ITEM 2	4	PRODUCT: 1-PHASE PADMOUNT ANSI C57.12.25 TYPE 1 DEAD FRONT SINGLE VOLTAGE KVA: 25 KVA HV: 12470GRDY/7200 95KV BIL LV: 240/120 30KV BIL 3 BUSHINGS TAPS: (2) 2-1/2 ABOVE & BELOW TANK: MILD STEEL LOSSES: NO LOAD = 66, LOAD = 320, TOTAL = 386 IMPED = 1.5 OIL TYPE: MINERAL	\$ 1864.00	06-08 WKS

QUOTED PER CUSTOMER INQUIRY DATED 7/12/11
 NON EVALUATED DOE COMPLIANT
 ITEM 1:
 THREE PHASE PAD DEAD FRONT LOOP FEED SPLIT TAPS
 WELLS/INSERTS BAYONNET FUSING 10 HOLE SPADES
 ITEM 2:
 SINGLE PHASE PAD DEAD FRONT LOOP FEED SPLIT TAPS
 WELLS/INSERTS BAYONNET FUSING
 QUOTING COPPER PRIMARY AND SECONDARY WINDINGS

UNCONTROLLED COPY

CONTINUED ON NEXT PAGE

HOWARD INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

QUOTATION CUSTOMER COPY

QUOTATION NO: MJ-2542
QUOTATION DATE: 07/18/2011
PAGE NO: 2

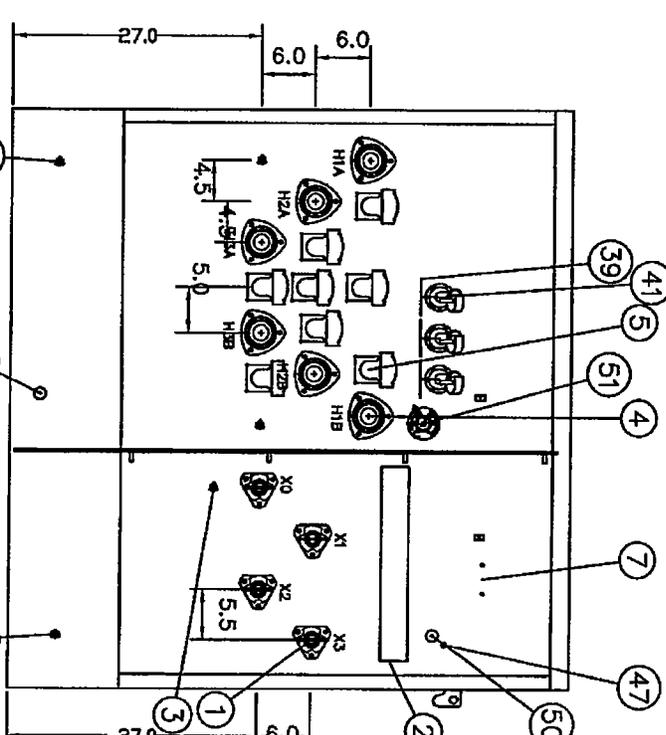
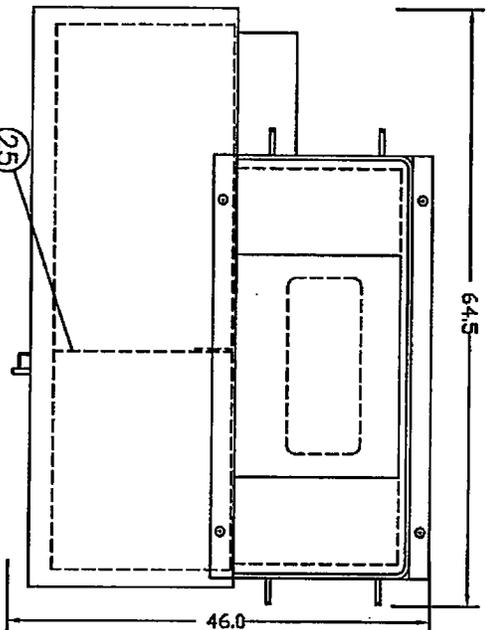
VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY: CITY OF BLOTT
SILICON

FOB: DESTINATION
PRICING: FIRM FOR QUOTED SHIPMENT
AGENT: LYNN ELLIOTT CO KC INC

KRIZ-DAVIS-33443
PO BOX 1427
GRAND ISLAND, NE 68802

Item	Qty	Description	Unit Price	Shipment ARO
		ORDERS REQUIRING APPROVAL DRAWINGS: LEADTIMES QUOTED ASSUME THAT APPROVAL DRAWINGS WILL BE SIGNED AND RETURNED TO HOWARD INDUSTRIES WITHIN TWO WEEKS OF RECEIPT OF SAID DRAWING. SHOULD THE PROCESS REQUIRE ANY ADDITIONAL TIME BEYOND THESE TWO WEEKS, THAT ADDITIONAL TIME WILL BE ADDED TO THE QUOTED LEADTIME.		

NOT FOR CONSTRUCTION



NOTE: THE WEIGHTS AND DIMENSIONS ARE APPROXIMATE AND SUBJECT TO CHANGE WITHIN THE CUSTOMER SPECIFIED LIMITS. APPROVAL DRAWINGS WITH THE ACTUAL WEIGHTS AND DIMENSIONS WILL BE PROVIDED UPON REQUEST AFTER RECEIPT OF ORDER.

NOTE: (1) DIMENSIONS IN INCHES
(2) WEIGHTS IN POUNDS

DWG NO.	MJ2542001		
CUSTOMER :	HOWARD INDUSTRIES INC. LAUREL, MISS. USA 39440 THREE PHASE PAD DISTRIBUTION TRANSFORMERS		
SPEC.	DATED		
KVA	75.0BIL 95 TAPS TS-2 ABOVE 2 BELOW		
HIGH VOLTAGE	12470		
LOW VOLTAGE	208Y/120		
APPROX. CORE AND COIL WEIGHT	660		
APPROX. TANK AND ACCESS. WEIGHT	732		
GAL. OF OIL	141.1 APPROX. WEIGHT		
APPROX. TOTAL WEIGHT	2450		
REV.	DATE	DESCRIPTION	BY
A			APP

DESCRIPTION	QUANTITY
1 LV BUSHING & 10-HOLE SPADE	
2 LV SPADE SUPPORT	
3 1/2-13 GROUND PAD	
4 HV LB INSERT UNIV. 95 BIL	
5 3.95" LOADBREAK PARKING STAND	
7 NP ON DOOR, SERIAL ON TANK	
8 TANK	
10 HANDHOLE & SECURITY COVER	
12 LIFTING LUGS	
13 JACKING PROVISIONS	
14 1/2-13 GROUND PAD	
15 1 IN PIPE PLUG - VIBRA SEAL	
21 PADLOCKABLE DOOR HANDLE	
22 3 PT LATCH PENTA SEC BOLT	
24 12 IN REMOVABLE SILL	
25 METAL LV-HV BARRIER	
39 CLIP ON DRIP SHIELD	
41 BAYONET FUSE HOLDER	
47 PRESSURE RELIEF VALVE	
50 OIL LEVEL PLUG	
51 TAP CHANGER HANDLE	
SPECIAL NOTES	
A. BAY-O-NET FUSE	
B. ISOLATION LINK FUSE	
C.	
D.	
E.	
CAT NO	9125002542001
DWG BY	MJ
DATE	07/15/11
APP BY	CC.
	745

NO. MJ2542001

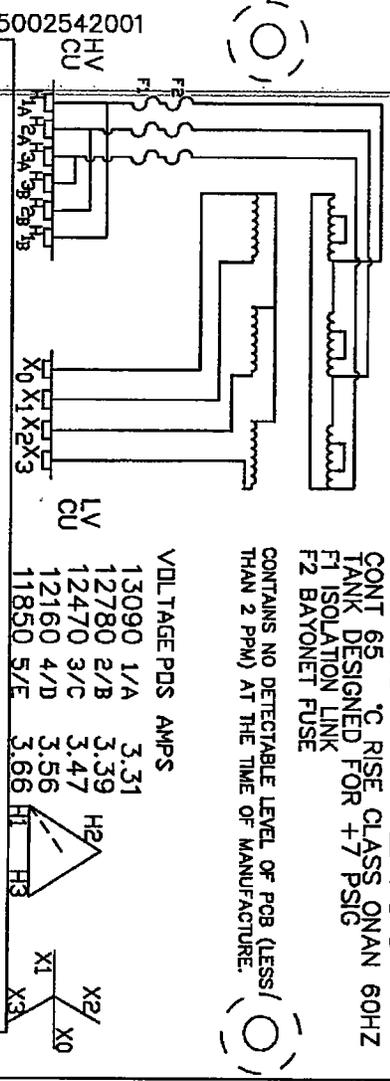
THREE PHASE HOWARD INDUSTRIES LAUREL MS 39440
 TRANSFORMER USA

READ INSTRUCTION HI 105 BEFORE OPERATING MFG

KVA 75
 HV 12470
 LB TANK 732 c&c 660TYPE II 1058LBS TOTAL 141 GAL

LV 208Y/120 AMPS 208
 CONT 65 °C RISE CLASS ONAN 60HZ
 TANK DESIGNED FOR +7 PSIG
 F1 ISOLATION LINK
 F2 BAYONET FUSE

CONTAINS NO DETECTABLE LEVEL OF POB (LESS/
 THAN 2 PPM) AT THE TIME OF MANUFACTURE.



SER. NO. BAR CODE CAT. NO. BAR CODE

SER. NO. 9125002542001

1

REV	DATE	REVISION	BY	APP

HOWARD INDUSTRIES INC.
 LAUREL, MISS. USA 39440
 MFG. OF DISTRIBUTION TRANSFORMERS

NAME: LASER NAME PLATE CC 857
 DESCR: LF/TP/2FUSE/ D-Y
 ID 3VMJ0136 DWG: MJ2542001
 SCALE 1.000 DWG BY CHK BY DATE 07/15/11

Standard Terms and Conditions (Domestic Utility Sales)

1. General
 - 1.1. The standard terms and conditions as stated herein constitute the sales contract between Howard Industries, Inc., (hereinafter referred to as the Company) and the Buyer, unless otherwise noted on a Company quotation or order acknowledgement. In the event of a conflict between the provisions of a Company quotation or order acknowledgement and the standard terms and conditions as stated herein, the provisions of the Company's quotation or order acknowledgement shall prevail.
 - 1.2. No part of these standard terms and conditions may be altered nor may any additions or deletions be made unless authorized in writing by the Company's Marketing Department.
2. Quotations
 - 2.1. Prices shall be quoted F.O.B. destination, freight prepaid.
 - 2.2. Quoted prices shall not include sales, use, excise, or any other state and local taxes for which the Buyer may be liable.
 - 2.3. Written and verbal quotations shall expire thirty (30) days from the date of the quotation.
3. Purchase Orders
 - 3.1. All purchase orders shall be subject to the approval of the Company's Marketing Department. The Company shall reserve the right to decline any order.
4. Schedules
 - 4.1. Upon receipt of a purchase order and its entry into the production schedule, the Company shall send to the Buyer an acknowledgment, which states and estimated shipping schedule. It shall be the Company's intent to honor this schedule if at all possible.
 - 4.2. The Company shall not be held liable for delay in performance or failure to perform its obligations, if such delay or failure to perform results from situations not reasonably within the Company's control, including acts of God, strikes or other labor disputes, civil or military insurrection or riot, delays in transportation, delays as a result of poor vendor performance; casualties such as fire or explosion, or the acts, regulations, or restrictions of governmental authorities.
 - 4.3. In cases where the buyer requires approval drawings, the production schedule shall begin on the date the approved drawings are received by the Company's Marketing Department. This schedule shall be based on current production capabilities and shall supersede any previously stated schedule.
 - 4.4. Modification of existing orders by the Buyer may cause a change in the originally stated shipping schedule.
 - 4.5. The Company reserves the right to manufacture and ship any items in advance of the acknowledged shipping schedule, unless expressly forbidden by the Buyer at the time of the order entry.
5. E.. Cancellation and Modification
 - 5.1. The Company may hold the Buyer liable for any expenses incurred or commitments made on any purchase order which is canceled or modified by the Buyer. In the event the company chooses to manufacture any items in advance of the acknowledged schedule and such advance manufacture is not expressly forbidden by the Buyer, such advance manufacture shall not void the Buyer's liability for modifications and cancellation charges as stated herein.
6. Payment
 - 6.1. All accounts are payable net thirty (30) days after the date of the invoice.
7. Warranty
 - 7.1. The Company warrants its transformers to be free of defects in material and workmanship as conditioned herein for a period not to exceed twelve (12) months from the date of initial installation or eighteen (18) months from the date of manufacture, whichever shall occur first. During said warranty period the Company's obligation shall be limited to the repair or, at its sole option, replacement of defective transformers.
 - 7.2. The Company shall not be held liable for any indirect or consequential damages or any expenses beyond the repair or replacement of transformers covered by this warranty.
 - 7.3. To be covered by this warranty transformers must be received, stored, installed, operated, and maintained by the Buyer in accordance with the Company's recommendations and accepted industry practices and must not have been subjected to accident, alteration, abuse or misuse. Transformers damaged by lightning shall be covered by this warranty only if installed and properly protected according to the Company's recommendations and accepted industry practices. This warranty applies only to transformers stored or operated in normal environments and does not apply to transformers stored or operated in corrosive environments such as encountered in coastal and certain industrial areas.
 - 7.4. To qualify for repair or replacement under the provisions of this warranty, defective transformers must be returned to the Company's factory in Laurel, Mississippi. The Company shall assume no liability for expenses incurred for the repair of transformers except at the Company's own repair facilities.
 - 7.5. The Buyer shall obtain written authorization before returning defective transformers to the factory. The Company shall not be responsible for transformers returned without authorization.
 - 7.6. Defective transformers being returned to the factory under the provisions of this warranty shall be returned freight prepaid. The Company shall return repaired or replaced transformers to the Buyer freight prepaid.

Standard Warranty Distribution Transformers

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PROPOSAL SHEET

FOR BID L - 0527

I propose to supply the City of Beloit, Kansas with the item(s) or material(s) listed in this bid for a total purchase price of \$ 33,044.00 this is FOB, 502

E. 12th Street, Beloit, Kansas 67420-0567.

Estimated delivery time. 6-8 WKS

I understand that this bid is to be guaranteed for no less than fifteen (15) days from the date of bid opening.

BIDDER (NAME OF FIRM) Stanion Wholesale Electric

AUTHORIZED SIGNATURE Bennie Wirth

ADDRESS 1204 E 22nd CITY HAYS

STATE KANSAS ZIP CODE 67601

TELEPHONE 800-397-8722 DATE 7/18/11

HOWARD INDUSTRIES

STANION
PO DRAWER F
PRATT, KS 67124

HOWARD INDUSTRIES, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

FOR: DESTINATION
PRICING: FIRM FOR QUOTED SHIPMENT
AGENT: LYNN ELLIOTT CO KC INC

VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY: CITY OF BELOIT
SILICON

QUOTATION NO: MJ-2542
QUOTATION DATE: 07/18/2011
PAGE NO: 1

LE-4195

E Manufacturers Representatives serving the Midwest
for over 60 Years (Since 1949)

Lynn Elliott Company K.C., Inc.

5400 West 61st Place, Suite 260, Mission, Kansas 66205 (913) 722-6500
Engineers and Manufacturers Representatives

QUOTATION
CUSTOMER COPY

Item	Qty	Description *	Unit Price	Shipment ARO
ITEM 1	4	PRODUCT: 3-PHASE PADMOUNT ANSI C57.12.26 DEAD FRONT SINGLE VOLTAGE KVA: 75 KVA HV: 12470 DELTA 95KV BIT LV: 208Y/120 30KV BIT TAPS: (2) 2-1/2 ABOVE & BELOW LOSSES: NO LOAD = 214, LOAD = 869, TOTAL = 1083 IMPED = 1.5 OIL TYPE: MINERAL		06-08 WKS
ITEM 2	4	PRODUCT: 1-PHASE PADMOUNT ANSI C57.12.25 TYPE 1 DEAD FRONT SINGLE VOLTAGE KVA: 25 KVA HV: 12470GRDY/7200 95KV BIT LV: 240/120 30KV BIT 3 BUSHINGS TAPS: (2) 2-1/2 ABOVE & BELOW TANK: MILD STEEL LOSSES: NO LOAD = 66, LOAD = 320, TOTAL = 386 IMPED = 1.5 OIL TYPE: MINERAL		06-08 WKS

QUOTED PER CUSTOMER INQUIRY DATED 7/12/11
NON EVALUATED DOE COMPLIANT
ITEM 1:
THREE PHASE PAD DEAD FRONT LOOP FEED SPLIT TAPS
WELLS/INSERTS BAYONET FUSING 10 HOLE SPADES
ITEM 2:
SINGLE PHASE PAD DEAD FRONT LOOP FEED SPLIT TAPS
WELLS/INSERTS BAYONET FUSING
QUOTING COPPER PRIMARY AND SECONDARY WINDINGS

UNCONTROLLED COPY

CONTINUED ON NEXT PAGE

UNLESS VIEWED ON A PC FROM THE QCSHare on Howards Drive

HOWARD HI INDUSTRIES

Howard Industries, Inc.
Utility Transformer Division
P.O. Box 1588
Laurel, MS 39441-1588
Phone: 601 425 3151
Fax: 601 649 8090

QUOTATION CUSTOMER COPY

STANION
PO DRAWER F
PRATT, KS 67124

FOB: DESTINATION
PRICING: FIRM FOR QUOTED SHIPMENT
AGENT: LYNN ELLIOTT CO KC INC

VALIDITY: 30 DAYS
TERMS: NET 30 DAYS
INQUIRY: CITY OF BELOIT
SILICON

QUOTATION NO: MJ-2542
QUOTATION DATE: 07/18/2011
PAGE NO: 2

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LAST PAGE

SUBMITTED BY MARY SPOON

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